

**City of North Adams Cable Television Renewal License**

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO  
MOUNTAIN CABLE COMPANY  
d/b/a ADELPHIA CABLE COMMUNICATIONS**

**MAYOR  
CITY OF NORTH ADAMS  
MASSACHUSETTS**

**NOVEMBER 13, 2003**

## **City of North Adams Cable Television Renewal License**

### **A G R E E M E N T**

This Cable Television Renewal License entered into this 13th day of November, 2003, by and between the City of North Adams, Massachusetts, by and through its Mayor, as Issuing Authority, for the grant of a cable television license(s) pursuant to M.G.L. c. 166A, and Mountain Cable Company, d/b/a Adelphia Cable Communications (hereinafter referred to as “Adelphia” or the “Licensee”).

### **W I T N E S S E T H**

WHEREAS, the Issuing Authority of the City of North Adams, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the City of North Adams;

WHEREAS, Adelphia submitted Massachusetts Cable Division Form 100 to the City of North Adams for a renewal license to operate and maintain a Cable Television System in the;

WHEREAS, the Issuing Authority conducted a public hearing pursuant to 207 CMR 3.05;

WHEREAS, the Issuing Authority and Adelphia engaged in good faith negotiations and did agree on terms and provisions for Adelphia’s continued operations and maintenance of its Cable Television System in the City of North Adams; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of North Adams to grant a non-exclusive Renewal License to Adelphia.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

# City of North Adams Cable Television Renewal License

## ARTICLE 1

### DEFINITIONS

#### Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

**Access:** The right or ability of any North Adams resident and/or any Persons affiliated with North Adams to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use. Access shall not include Leased Access

**Access Channel:** A video channel which the Licensee shall make available to the Franchising Authority and/or its designees, without charge, for the purpose of transmitting programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations. Access Channel shall not include a Leased Channel.

**Affiliate or Affiliated Person:** When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

**Basic Service:** Any service tier which includes the retransmission of local television broadcast signals.

**Cable Act:** Public Law No. 98-549, 98 Stat. 2779 (1984)(the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

**Cable Modem:** A device which may be used to connect Subscribers to the Internet over the Cable System.

**Cable Service:** The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services.

**Cable Television System or Cable System:** A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the City.

**City:** The City of North Adams, Massachusetts.

**City Attorney:** The City Attorney of the City of North Adams, Massachusetts.

**Commercial Subscriber:** A commercial, non-residential Subscriber to Cable Television Service.

**Complaint:** Any oral or written communication from a Subscriber, the primary purpose of which is to express dissatisfaction with the service, policies and/or procedures of the Licensee.

**Connection:** A Drop, but not including ancillary equipment.

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**Converter:** Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

**Department of Public Works ("DPW"):** The Department of Public Works of the City of North Adams, Massachusetts.

**Downstream Channel:** A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

**Drop:** The coaxial cable that connects each home or building to the feeder line of the Cable System.

**Educational Access Channel:** A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

**Effective Date of Renewal License:** The date of execution by the Issuing Authority (November 13, 2003).

**FCC:** The Federal Communications Commission, or any successor agency.

**Government Access Channel:** A specific channel(s) on the Cable System which is made available for use by the Licensing Authority and/or its designee(s).

**Gross Annual Revenues:** Consideration of any form or kind derived by the Licensee and/or its Affiliates from the provision of Cable Service over the Cable Television System including, without limitation: the distribution of any Cable Service over the System; the provision of any Service Related Activity in connection with the operation of the System; Basic Service monthly fees; all other service fees; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; any other Subscriber fees and/or charges including, but not limited to, License Fees (ie: fee-on-fee); all Commercial Subscriber revenues; all other fees and/or revenues permitted by applicable law; fees paid for Channels designated for commercial use; home-shopping revenues; Converter, remote control and other equipment rentals, leases or sales; studio and other facility or equipment rentals; advertising revenues received; and all other revenue(s) derived from the sale of products in any way advertised or promoted on the Cable Television System. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or such other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from, or in connection with, the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenue payments to the City in the period so collected. Gross Annual Revenues shall not include deposits, which shall be returned to Subscribers. Revenues collected from the provision of Internet Service(s) and/or Cable Modem Services shall not be deemed, nor included as Gross Annual Revenues unless a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a final ruling that such Cable Modem Service is deemed to be Cable Service or there is a change in law which provides that Internet Service(s) and/or Cable Modem Services is a Cable Service.

**Headend:** The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

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**Hub or Hub Site:** A sub-Headend, generally located within a cable television community, used for the purpose of either (i) Signal processing or switching, or (ii) placement of a Fiber Node, microwave link or transportation super trunk.

**Internet:** The world-wide computer network.

**Issuing Authority:** The Mayor of the City of North Adams, Massachusetts.

**Leased Channel or Leased Access:** A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.

**License Fee:** The payments to be made by the Licensee to the City, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

**Licensee:** Mountain Cable Company, a wholly owned subsidiary of Adelphia Cable Communications or any successor or transferee in accordance with the terms and conditions in this Renewal License.

**Node or Fiber Node:** A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

**Normal Business Hours:** Those hours during which most similar businesses in the City are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

**Outlet:** An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

**Pay Cable or Pay Service(s):** Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

**Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

**PEG:** The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

**Pedestal:** A protection unit used in housing Cable Television System equipment and/or amplifiers.

**Person:** An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

**Prime Rate:** The prime rate of interest at FleetBoston, or its successor.

**Programming or Video Programming:** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**Public Access Channel:** A specific channel(s) on the Cable System which is made available for use by, among others, North Adams, Adams, Cheshire and Clarksburg individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

**Public Way or Street:** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways,

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bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

**Renewal License:** The non-exclusive Cable Television License granted to the Licensee by this instrument.

**Scrambling/encoding:** The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

**Service Related Activity:** Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the Cable System to provide Cable Service(s).

**Signal:** Any transmission of electromagnetic or optical energy which carries information from one location to another for the provision of Cable Service.

**State:** The Commonwealth of Massachusetts.

**Subscriber:** Any Person, firm, corporation or other entity in the City who or which elects to subscribe to, for any purpose, a service provided by the Licensee by means of, or in connection with, the Cable Television System.

**Subscriber Network:** The Cable System to be operated by the Licensee, over which Signals can be transmitted to Subscribers, as more fully described in Section 3.1 below.

**Trunk and Distribution System:** That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

**Upstream Channel:** A channel over which Signals travel to the System Headend from origination points within the Cable System.

**User:** A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

**VCR:** The acronym for video cassette recorder or similar existing or future technology with equivalent or better record and/or playback capability.

**Video Programming or Programming:** Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

#### **Section 2.1---GRANT OF RENEWAL LICENSE**

## **City of North Adams Cable Television Renewal License**

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Act, and subject to the terms and conditions set forth herein, the Mayor of the City of North Adams acting as the Issuing Authority of the City, hereby grants a non-exclusive, revocable cable television Renewal License to the Licensee authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the municipal boundaries of the City as authorized herein. Subject to the terms and conditions herein, the Issuing Authority grants to the Licensee, the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenue, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of North Adams within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws and regulations of the United States of America, the Commonwealth of Massachusetts and the City of North Adams. The Issuing Authority will exercise reasonable efforts to assist the Licensee to gain access to, or exercise its rights, the aforesaid Public Ways and easements. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with City laws and regulations.

(b) For purposes of this Renewal License, the Licensee shall be responsible for the acts of its officers, employees and agents.

### **Section 2.2---TERM OF RENEWAL LICENSE**

The term of this Renewal License shall be for seven (7) years, commencing on the Effective Date and expiring on midnight November 12, 2010, unless sooner terminated as provided herein or surrendered.

### **Section 2.3---NON-EXCLUSIVITY OF THE RENEWAL LICENSE**

This Renewal License shall not affect the right of the Licensing Authority to grant to any other Person a License or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the City of North Adams; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any lawful purpose.

### **Section 2.4---POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all generally applicable ordinances and regulations enacted by the City or its DPW. Any conflict between the terms of this Renewal License and any present or future lawful

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exercise of the City's police and applicable regulatory powers shall be resolved in favor of the latter.

### **Section 2.5---REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License, and unless (1) the Licensee renews its License for another term or (2) the Licensee Transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate. Any costs incurred by the City, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the City by the Licensee upon request.

### **Section 2.6---AMENDMENT BY MUTUAL AGREEMENT**

This Renewal License may be amended only by the mutual agreement of the Issuing Authority and the Licensee, in accordance with applicable law and regulations, in writing, duly executed and signed by both parties, and attached hereto and made a part of this Renewal License.

### **Section 2.7---TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE**

(a) Neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld.

(b) For purposes of this Section 2.7, any sale, assignment or any other disposition of a majority ownership interest of the parent company of the Licensee to any one Person or group of Persons acting in concert, in one transaction or a series of related transactions, shall be deemed to be a change of control of the Licensee. This Section 2.7(b) shall not apply to an assignment or Transfer of the control to assignees or transferees controlled by the Licensee or its parent; provided, however, that the Licensee shall provide the Issuing Authority with prior, written notice of any such assignment or transfer of control. The word "control" as used in this section is not limited to major stockholders but includes actual working control in whatever manner exercised and includes control of the parent company of the Licensee.

(c) Neither the Licensee nor its parent company shall enter into any management contract or any other arrangement for the management of the Cable System, however structured, without the prior written consent of the Issuing Authority, subject to reasonable and lawful conditions, including, but not limited to, curing any Renewal License non-compliance; provided, however, that this Section 2.7(c) shall not apply to the Licensee's employment contracts and other personnel decisions

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

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(e) Any transfer of the Cable System without complying with Section 2.7 above shall be null and void, and shall be deemed a material breach of the Renewal License.

(f) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

### **Section 2.8---APPROVAL PROCEDURE**

(a) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring the consent of the Issuing Authority pursuant to Section 2.7.

(b) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent. The Transfer or assignment form shall be signed by the Licensee and by the proposed transferee or by its representative, evidence of whose authority shall be submitted with such petition.

(c) The consent of the Issuing Authority shall be given only after a public hearing, if such a hearing is deemed necessary by either the Issuing Authority or the transferee, to consider the written request for Transfer. The Issuing Authority shall complete its review of the request for Transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for Transfer, unless said time period is extended pursuant to applicable law. If the Issuing Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless the requesting party and the Issuing Authority agree to an extension of time.

(d) In accordance with applicable law, at any time during the Issuing Authority's review process, the Issuing Authority reserves the right to require additional supporting documentation from the Licensee or any other Person involved in the action or proposed action. The Licensee shall provide all requested assistance to the Issuing Authority in accordance with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all other Persons involved in such action.

## **ARTICLE 3**

### **SYSTEM DESIGN**

#### **Section 3.1---SUBSCRIBER NETWORK**

(a) No later than sixty-six (66) months from the Effective Date of this Renewal License, the Licensee shall make available to all Subscribers in the City an 860 MHz Subscriber Network fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System upgrade shall be capable of providing at least one hundred ten (110) video channels in the downstream direction and four (4) video channels in the upstream direction. Upon the completion of the upgrade of the Cable System, the North Adams Cable

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System shall be interconnected with the Cable Systems of the Towns of Adams, Cheshire and Clarksburg, together with any necessary electronic equipment, so as to allow at least three (3) separate and simultaneous PEG Access channels in each direction and to allow separate live PEG broadcasts from each of the respective cable systems (North Adams, Adams, Cheshire and Clarksburg) to be simultaneously shown on each of the municipalities respective PEG channels (i.e. a different Public, Educational and/or Government Access Program simultaneously shown on each of the respective municipalities public, educational and government channels).

(b) The Licensee shall until the completion of the upgrade of the Subscriber Network continue to operate, maintain and make available to all residents of the City its existing 550 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall carry at least sixty-five (65) analog video channels in the downstream direction and four (4) analog video channels in the upstream direction. The Licensee shall maintain the plant with upstream capability for digital, audio, and video return for PEG access programming, including as follows: the Cable System shall continue to be capable of simultaneous carriage of PEG Access Programming from three (3) origination points subject to the following limitations: North Adams and Clarksburg will not be able to simultaneously receive community specific local programming, nor will Adams and Cheshire simultaneously receive local program feeds.

(c) No later than twelve (12) months from the completion of the upgrade of the Subscriber Network, the Licensee shall remove its current Subscriber Network and related equipment from the Public Ways; provided, however, that the Licensee may retain those portions of said Subscriber Network that can be utilized during the renewal term; and, provided, further, that the Licensee shall work with the Issuing Authority, in good faith, to address any concerns of the City regarding the Licensee's occupation of the Public Ways and/or public safety. In the event of disagreement between the City and the Licensee on specific cable plant to be removed from the Public Ways, the City and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The City shall request that other users of the Public Ways use their best efforts to remove unused plant and equipment from the Public Ways.

(d) The Licensee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are delivered to the Licensee in stereo.

### **Section 3.2—STAND-BY POWER**

The Licensee shall maintain three (3) hour, standby power at the Headend Facility and critical node facilities. Such stand-by power at the Headend shall have continuous capability, contingent upon availability of fuel necessary to operate generators, shall become activated automatically upon the failure of normal power supply, and shall be installed upon completion of the upgrade described herein.

### **Section 3.3—EMERGENCY ALERT SYSTEM**

The Licensee shall comply with the Emergency Alert System in accordance with the requirements of the FCC at 47 C.F.R., Part 11. The Licensee shall cooperate with the Issuing Authority to ensure the distribution of all emergency communications to Subscribers.

### **Section 3.4---PARENTAL CONTROL CAPACITY**

Subject to applicable regulation(s), the Licensee shall provide Subscribers, upon request, with the capacity to control the reception of any channels being received on their television sets.

### **Section 3.5---SIGNAL QUALITY**

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The system design of the Cable Television System shall conform to all applicable FCC technical specifications. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

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## ARTICLE 4

### LOCATION, CONSTRUCTION, INSTALLATION, LINE EXTENSION AND MAINTENANCE STANDARDS

#### Section 4.1—SERVICE AREA

The service area shall be the entire City of North Adams and Cable Service shall be available to all residents of the City, subject to Sections 4.2 and 4.3 below, at every location where electrical service is currently available, including all North Adams residents on Daniels Road, Patterson Road and Reservoir Road. With respect to areas not built as of the Effective Date of this Renewal License, the Cable Television System shall be extended automatically, at the Licensee's sole cost and expense, from existing cable plant to any and all areas of the City containing twenty (20) residences per aerial and/or underground mile of cable plant or fractional proportion thereof. Said service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles.

#### Section 4.2---LINE EXTENSION

(a) Subject to the provisions of the following paragraphs (b), (c), (d) and (e), any potential Subscriber located in an area of the City built after the Effective Date of this Renewal License and without Cable Service, may request Cable Service from the Licensee. The Licensee shall extend Cable Service to such area promptly, but in no case later than sixty (60) days after all necessary permits are obtained. The Licensee shall expeditiously seek all necessary permits.

(b) The Cable Television System shall be extended automatically, at the Licensee's sole cost and expense, from existing cable plant to any and all areas of the City containing twenty (20) residences per aerial and/or underground mile of cable plant or fractional proportion thereof. Said Cable Service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles.

(c) The Cable Television System shall be further extended to all areas in the City that do not meet the requirements of subsection (b) above upon request of the prospective Subscribers in such areas and based upon the following cost calculation: if a request for an extension into a residential area requires the construction of the cable plant which does not contain the twenty (20) residences per aerial and/or underground mile of cable plant or fractional proportion thereof, the Licensee and the potential Subscriber shall each be responsible for their proportionate share of construction costs.

(d) Any potential residential Subscriber located in an area of the City without Cable Service may request such service from the Licensee. In areas meeting the requirements of Section 4.2(b) above, the Licensee shall extend Cable Service to the area promptly, but in no case later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles. The Licensee shall expeditiously seek all necessary permits. In those areas with less than twenty (20) residences per aerial and/or underground mile of cable plant or fractional proportion thereof, the Licensee shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential Subscriber of the total cost of the extension and the range of possible contributions (see Section 4.2 (c) above) that will be charged. The cost of wiring such areas shall be calculated by taking the cost of extending such service divided by the number of Subscribers in such area minus the costs of extending such service to the Subscribers in an area with twenty (20) residences per aerial and/or underground cable mile of cable plant. The resulting cost shall equal the per Subscriber contribution relating to line extension of Cable Service in that particular area of City, or:

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$$\frac{C}{LE} - (\text{minus}) \frac{CA}{P} = SC$$

- \* C equals the cost of construction of new plant from the termination of existing cable plant;
- \* CA equals the actual cost of construction per mile in the primary service area;
- \* LE equals the number of dwelling units requesting service in the line extension area;
- \* P equals the twenty (20) (aerial and/or underground) dwelling units per linear mile of plant; and
- \* SC equals the per Subscriber contribution in aid of construction in the line extension area.

The Licensee shall apply for permission to attach cables to poles within fourteen (14) days of receiving the contribution(s) from prospective Subscribers. Cable Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution within sixty (60) days of the Licensee's receipt of permission to attach cables to poles.

(e) During the three (3) year period commencing with the completion of any particular line extension contemplated in subsection (c) above, in order to be equitable to those Subscribers who have made a contribution, the Licensee may require proportionate contributions from new Subscribers and shall pay a pro-rata refund to any previous Subscriber(s) who made a contribution, as such new Subscribers are added to that particular line extension. The amount of refund shall be determined by application of the line extension formula, contained in Section 4.2(c) above, reducing the per capita contribution each time a new Subscriber is added. Any refunds due shall be paid annually to Subscribers, or former Subscribers, entitled to receive such a refund. The Licensee shall file with the Issuing Authority, on an annual basis, the location of such line extension and exact contribution of each new Subscriber in a line extension area.

### Section 4.3---SERVICE TO RESIDENTIAL DWELLINGS/STANDARD INSTALLATION

The Licensee shall make its Cable Service available to every residential dwelling unit in the Service Area in accordance with Sections 4.1 and 4.2 above. The Licensee shall install cable residential dwelling passed by cable within fourteen (14) days of a request for installation by the resident in such a residential dwelling. Installation charges shall be non-discriminatory. Any dwelling unit within two hundred feet (200 ft.) of the Licensee's nearest feeder cable(s) shall be entitled to a standard installation rate. Any installation in excess of two hundred feet (200 ft.) shall be provided upon payment of the Licensee's actual costs, for those portions in excess of two hundred feet (200 ft.)'. A written itemization shall be provided by the Licensee to those Subscribers who, in accordance with the provisions of this Section, are charged more than the standard installation rate.

### Section 4.4---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall construct, upgrade, install, operate and maintain the Cable Television System within the City of North Adams. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and any other obstructions shall be in accordance with applicable City by-laws and regulations.

### Section 4.5---UNDERGROUND FACILITIES

In the areas of the City having telephone lines and electric utility lines underground, whether required

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by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the City, the Licensee shall likewise place its facilities underground at its sole cost and expense. Underground cable lines shall be placed beneath the pavement subgrade. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program.

### **Section 4.6---TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, public ways and places, and private property in the City. The Licensee shall comply with all rules established by the Issuing Authority or its designee during the term of this Renewal License. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herewith shall be done pursuant to appropriate regulations of the City.

### **Section 4.7---RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

### **Section 4.8---TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid in accordance with applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

### **Section 4.9---DISCONNECTION AND RELOCATION**

The Licensee shall, without charge to the Issuing Authority and/or the City, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

### **Section 4.10---SAFETY STANDARDS**

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television

## **City of North Adams Cable Television Renewal License**

System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, all building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter.

### **Section 4.11---PEDESTALS**

In any cases in which Pedestals are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be low-profile, wherever practical, at City approved locations to be determined when the Licensee applies for a permit, which shall not be unreasonably denied. All such equipment shall be shown on the strand maps, submitted to the City in accordance with Section 4.14 below.

### **Section 4.12---PRIVATE PROPERTY**

The Licensee shall be subject to all generally applicable laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Issuing Authority or the affected Subscriber(s).

### **Section 4.13---RIGHT TO INSPECTION OF CONSTRUCTION**

The City or its designee shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Renewal License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations.

### **Section 4.14---CONSTRUCTION MAPS**

At the request of the Issuing Authority, upon System Completion, the Licensee shall make available to the Issuing Authority or its designee accurate strand maps of all existing and newly constructed plant. Thereafter, if changes are made to the Cable System such that a map(s) is no longer accurate, the Licensee shall file with the Issuing Authority an updated strand map(s)", with thirty (30) days of such change(s). If available, the Licensee shall file such maps with the Issuing Authority electronically.

### **Section 4.15---SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Cable Service for the purpose of repairing or testing the Cable Television System only during periods of minimal use and, if practical, only after notice to all affected Subscribers.

### **Section 4.16---SERVICE OUTAGE NOTIFICATION**

The Licensee shall, upon written request by the Issuing Authority or the Cable Advisory Committee, provide a written explanation of any service outages in the City.

### **Section 4.17---RELOCATION OF FIRE ALARMS**

## **City of North Adams Cable Television Renewal License**

The Licensee shall not relocate any fire alarm cable or equipment except with the consent and approval of the Fire Chief or his designee. Any transfer of fire alarm cables or equipment shall be performed by the Fire Department or its designee. The Licensee shall reimburse the City for any reasonable expenses, including materials and labor caused by the relocation of any fire alarm cable or equipment to make poles ready for the Licensee's cable.

### **Section 4.18---EMERGENCY REMOVAL OF PLANT**

If, in case of fire or disaster in the City at any time, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Licensee.

### **Section 4.19---REMOVAL AND RELOCATION**

The Issuing Authority shall have the authority at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the authority to remove or relocate the same, which cost the Licensee shall reimburse to the City.

### **Section 4.20---INSPECTION**

Upon written notice to the Licensee, except in the case of an emergency, the Issuing Authority and/or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the City during normal business hours or in case of an emergency at any necessary time. The Licensee may be present, and shall fully cooperate with the Issuing Authority, during such inspection(s).

## **ARTICLE 5**

### **SERVICES AND PROGRAMMING**

#### **Section 5.1---BASIC SERVICE**

## **City of North Adams Cable Television Renewal License**

The Licensee shall provide a Basic Service which shall include at least: (1) all broadcast television Signals in the North Adams, Massachusetts area which are required to be carried by a cable television system serving the City pursuant to statute or regulation; and (2) the PEG Access Channels for public, educational and governmental access use as required by Section 6.2 of this Renewal License.

### **Section 5.2---PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad or otherwise encode, in any manner or form, for the entire term of this Renewal License, (i) any off-the-air Signals and/or (ii) any of the PEG Access Channels. For purposes of this Section 6.5(c), "off-the-air Signals" shall mean any broadcast television Signals received at the Licensee's H categories of Programming set forth in **Exhibit 5.2** attached hereto and made a part hereof.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with thirty (30) days advance written notice of any change in its North Adams Programming line-up, if the change is within the control of the Licensee.

### **Section 5.3---TWO-WAY CABLE SYSTEM**

The Licensee shall operate and maintain a fully two-way capable Trunk and Distribution System.

### **Section 5.4---LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

### **Section 5.5---VCR/CABLE-READY TV SET/CABLE COMPATIBILITY**

(a) The Licensee shall provide to any Subscriber, upon request, an A/B switch which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except in instances involving two (2) Scrambled Signals.

(b) The Licensee shall make available to all Subscribers, in writing, the different options available for installing VCRs to be compatible with the Cable System.

(c) To ensure the maximum functioning of VCRs and cable-ready television sets, the Licensee shall not Scramble headend without the aid of any intervening relay device or receiving dishes.

(d) To further ensure the maximum functioning of VCRs and cable-ready television sets including features such as "picture-in-picture", etc., the Licensee shall fully comply with any applicable federal equipment compatibility regulations.

### **Section 5.6---CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted service, except for necessary service interruptions. When necessary service interruptions can be anticipated, the Licensee shall notify Subscribers in advance.

## **City of North Adams Cable Television Renewal License**

### **Section 5.7---FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) The Licensee shall provide a Subscriber Network Drop and (i) the monthly Basic Service and Expanded Basic Service, without charge, to all public and private primary and secondary schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority along the cable route, contained in **Exhibit 5.7**, attached hereto and made a part hereof, and all such future buildings along the cable route. The Licensee, at no cost to the City and/or the affected public building or school, shall supply one Converter per public building and school when operational cable-ready television sets are not in use in said building(s) and schools. The Licensee shall discuss the location of each connection with the proper officials of each of the institutions entitled to such free Drop and Basic and Expanded Basic Service prior to the installation of said Drop.

(b) Upon request, the Licensee shall provide the City, at cost, with cable and/or equipment in order that the City can install its own additional Drops and/or Outlets. The Licensee shall also provide technical assistance regarding such installation, at no charge to the City.

(c) The Licensee shall maintain, and replace as needed, all converters for normal wear and tear, however the City shall be responsible for repairs and replacement necessitated by acts of vandalism, negligence or other extraordinary circumstances.

### **Section 5.8---INTERNET SERVICES FOR SCHOOLS AND LIBRARIES**

(a) The Licensee shall provide and maintain one (1) Connection to the Internet, which shall not be networked, and one (1) Cable Modem to each primary and secondary School building in the City and the North Adams Public Library, without charge(s) to the City and/or the North Adams School Department (the "School Department") and/or the Library, contained in **Exhibit 5.8**, attached hereto and made a part hereof, and all such future primary and secondary School and public Library buildings along the cable route.

(b) Upon request of the Issuing Authority, the Licensee shall provide additional Connections to the Internet to such School and/or the Public Library. Such additional Connections shall be provided to the School Department and/or the Public Library upon payment to the Licensee for its customary charge.

### **Section 5.9---COMMERCIAL ESTABLISHMENTS**

The Licensee shall make available its Cable Service(s) to any commercial establishments in the City, along its cable routes; provided, however, that in the event that there are any exceptional costs, such as excessive undergrounding or distance from existing Cable System plant in excess of two hundred feet (200'), associated with providing such Cable Service, the parties are able to reach a reasonable agreement regarding the terms and costs of initial installation and that the Licensee has reasonable access to conduits, poles and/or other appropriate facilities in order to serve such commercial establishments.

## **ARTICLE 6**

### **PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS, ANNUAL SUPPORT AND CAPITAL FUNDING**

#### **Section 6.1 - - - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

(a) The Access Corporation, North Berkshire Community Television Corporation, Inc., will continue to provide services to Public, Educational and Governmental Access Users as follows:

(1) Schedule, operate and program the Public, Educational and Governmental Access Channels

## City of North Adams Cable Television Renewal License

- provided in accordance with Section 6.2 herein;
- (2) Manage the annual funding, pursuant to Section 6.3 herein;
  - (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.4 herein;
  - (4) Conduct training programs in the skills necessary to produce quality Public, Educational and Governmental Access programming;
  - (5) Establish rules, procedures and guidelines for use of the Public, Educational and governmental Access Channels;
  - (6) Provide publicity, outreach, referral and other support services to Public, Educational and government Access Users; and
  - (7) Accomplish such other tasks relating to the operation, scheduling and/or management of Public, Educational and Governmental Access Channels and, facilities and equipment as appropriate and necessary and provide the Issuing Authority with technical assistance in access, cable-related and information technology.

The Board of Directors of the Access Corporation shall consist of ten (10) directors, four (4) of whom shall live or work in North Adams; three (3) of whom shall live or work in Adams; two (2) of whom shall live or work in Cheshire; and one (1) of whom shall live or work in Clarksburg, unless otherwise agreed to by the Issuing Authorities of these municipalities. The Access Corporation will provide access functions for the City of North Adams and the Towns of Adams, Cheshire and Clarksburg.

### Section 6.2---PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available to the City and/or the Access Corporation three (3) six Megahertz (6 MHz) channels for PEG Access purposes. The Access Channels shall be subject to the control and management of the City and the Access Corporation. Said Channels shall be included in the Licensee's Basic Service.

(b) The Licensee shall not move or otherwise relocate the channel locations of the three (3) six Megahertz (6 MHz) PEG Access Channels, once established, without thirty (30) days advance, written notice to the Issuing Authority and the Access Corporation. In the event that the Licensee does relocate a PEG Access Channel, the Licensee shall reimburse the Access Corporation for its for reasonable expenses incurred as a result of said relocation, not to exceed Two Thousand Dollars (\$2,000). In addition, the Licensee shall, if needed, provide to the Access Corporation, at Licensee's cost, any additional equipment needed as a result of the channel relocation.

(c) Except as provided by applicable law, there shall be no charges to the Issuing Authority, its designees, the City, the Access Corporation and/or Subscribers for use of said PEG Access Channels.

### Section 6.3---PEG ACCESS CABLECASTING

(a) In order that the City and/or the Access Corporation can continue to transmit its programming from its studio and/or other remote locations, identified in **Exhibit 6.3** attached hereto, to North Adams Subscribers on a live basis, the Licensee shall make three (3) 6 MHz Upstream Channels available to the City and the Access Corporation in accordance with Section 6.2(a) herein, without charge(s). At the Headend, said PEG Access Programming shall be switched to, and retransmitted, on one of the three (3) Downstream PEG Access Channels, as designated by the Issuing Authority and/or its designee(s). It shall be the Licensee's responsibility and cost to ensure that said PEG Access Programming is properly

## City of North Adams Cable Television Renewal License

switched, either manually or electronically, to the appropriate PEG Access Downstream Channels, in an efficient and timely manner, upon reasonable prior notice to the Licensee. Unless otherwise notified the Issuing Authority or the Access Corporation, PEG Access Programming shall be cablecast by the Licensee to each of the following NorthBerkshire communities - - North Adams, Adams, Cheshire and Clarksburg. The Licensee shall not charge the Issuing Authority, its designees, the City and/or PEG Access Users for such switching.

(b) The Licensee shall maintain the plant with upstream capability for digital, audio, and video return for PEG access programming, including, as provided in Section 5.7 of the prior license. Upon the completion of any upgrade of the Cable System, the North Adams Cable System shall be interconnected with the Cable Systems of the Towns of Adams, Cheshire and Clarksburg so as to allow at least three (3) separate and simultaneous PEG Access channels in each direction and to allow separate live PEG broadcasts from each of the respective cable systems (North Adams, Adams, Cheshire and Clarksburg) to be shown on each of the municipalities respective PEG channels (i.e. a different Public, Educational and/or Government Access Program simultaneously shown on each of the respective municipalities public, educational and government channels).

(c) No later than eighteen (18) months from the Effective Date of this Renewal License, whichever is earlier, the Licensee shall construct and make fully operational a dedicated pathway between the studio and the headend, by means of a point to point fiber optic link between the Access studio and the headend, to allow for channel delivery of all three PEG channels to the studio for processing prior to delivery to Subscribers, as well as the ability to simultaneously deliver the three PEG channels back to the Licensee's headend for cablecasting to Subscribers. The Licensee shall provide the optical transmitters and receivers needed to make the transition from coaxial RF in the headend to optical energy for delivery over the fiber to the studio, and back, as well as all processing equipment required, however the Access Corporation shall be responsible for one-half of the cost of said optical and processing equipment or Ten Thousand Five Hundred Dollars (\$10,500), whichever is less. (The Licensee shall provide copies of the actual invoices paid for said equipment to the Issuing Authority.) The Licensee shall be responsible for the repair and/or replacement, as needed due to normal wear and tear, of the optical and processing equipment. The Access Corporation, and not the Licensee, shall be responsible for repairing and/or replacing any such optical and/or processing equipment in the Access studio damaged by the negligence or intentional act of the Access Corporation or by someone for whom it is responsible for. The Licensee shall not include the cost of the point to point fiber optic link in any Subscriber rate filing, nor as capital or other costs in a cost of service rate filing, nor shall such costs be added on to maximum permitted rates or otherwise passed-thru or incorporated into charges to Subscribers, however the Licensee may include its one-half of the cost, up to a maximum of Ten Thousand Five Hundred Dollars (\$10,500), for the above referenced optical and processing equipment in a Subscriber rate filing in accordance with applicable law.

(d) Origination sites, to enable the Issuing Authority and/or its designees to transmit live PEG Access programming, shall be installed and maintained by the Licensee, without charge to the City or Access Corporation, at the sites listed in **Exhibit 6.3** attached hereto and made a part hereof. In addition, after the upgrade of the Subscriber Network, the Licensee shall, at its expense, install up to two (2) additional origination points along the cable route in the City of North Adams as requested by the Issuing Authority.

(e) The Licensee shall monitor the PEG Access Channels for signal quality to maintain said Channels standards commensurate with those which apply to other Cable System channels, provided, however, that the Issuing Authority hereby acknowledges that the Licensee is not responsible for the technical quality of the actual programming and is not responsible for programming on such Access Channels.

(f) The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding the cablecasting of PEG Access programming.

## City of North Adams Cable Television Renewal License

### Section 6.4---ANNUAL SUPPORT FOR ACCESS CORPORATION

(a) The Licensee shall provide an annual payment to the Access Corporation for PEG Access purposes, equal to four percent (4%) of the Licensee's Gross Annual Revenues. Said annual payments shall be used for salary, operating and other related expenses connected with PEG Access programming and operations.

(b) Said annual four percent (4%) PEG Access payment shall be made to the Access Corporation on a bi-annual basis, as follows:

- (i) On or before August 30<sup>th</sup> for the first half of the calendar year of this Renewal License (i.e. January 1<sup>st</sup> through June 30<sup>th</sup>); and
- (ii) On February 28<sup>th</sup> for the second half of the calendar year of this Renewal License (i.e. July 1<sup>st</sup> through December 31<sup>st</sup>)

The first bi-annual payment to the Access Corporation shall be made on or before by February 28, 2004 and shall constitute four percent (4%) of the Licensee's Gross Annual Revenues for the period between the Effective Date of this Renewal License through December 31, 2003. The final PEG Access payment pursuant to this Renewal License, for the period between July 1, 2010 through November 12, 2010, shall be made on or before December 31, 2010.

(c) The Licensee shall file with each such bi-annual payment a statement verified and signed by the Licensee's financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding six (6) month period. Said statement shall list all of the categories comprising Gross Annual Revenues as defined in Article 1 of this License.

(d) In no case shall said four percent (4%) payment include: (i) the PEG Access Capital Funding required by Section 6.5; (ii) the Municipal Access and Technology Fund required by Section 6.10; (iii) the Municipal Access and Technology Capital Grant required by Section 6.11; (iv) the License Fee payment, required by Section 7.1; and/or (v) any other fees or payments required by applicable law.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay an amount equal to the percentages required by paragraph (c) above of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of these percentage payment requirements and shall notify the Issuing Authority, and the Access Corporation if applicable, of such use of the Cable System by such Person(s).

### Section 6.5---PEG ACCESS CAPITAL FUNDING

(a) Within ninety (90) days of the Effective Date of this Renewal License, the Licensee shall make a payment of One Hundred Ten Thousand Dollars (\$110,000) to the Access Corporation for PEG Access equipment and facilities uses, on behalf of the Issuing Authorities of the City of North Adams and the Towns of Adams, Cheshire and Clarksburg.

(b) In no case shall said annual PEG Access capital funding provided for in Paragraph (a) and (b) above be included in, and/or be a part of: (i) the Annual Support for the Access Corporation required by Section 6.4, (ii) the Municipal Access and Technology Fund required by Section 6.10; (iii) the Municipal Access and Technology Capital Grant required by Section 6.11; (iv) the License Fee payment, required by Section 7.1; and/or (v) any other fees or payments required by applicable law.

## **City of North Adams Cable Television Renewal License**

### **Section 6.6---EQUIPMENT OWNERSHIP AND MAINTENANCE**

The Access Corporation shall own and maintain all PEG Access equipment and facilities purchased with funding pursuant to Section 6.5 above.

### **Section 6.7---NO EDITORIAL CONTROL**

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

### **Section 6.8---UNDERWRITING**

Consistent with the current underwriting standards for non-commercial stations, such as the member stations of the Public Broadcasting Stations (PBS), notice of support and underwriting shall be permitted on the Access Channels, including periodic acknowledgment of the Licensee's support of the same.

### **Section 6.9---PEG ACCESS PROGRAMMING COSTS**

There shall be no charges to the Issuing Authority, its designee(s), the City, the Access Corporation, and/or PEG Access Users for use of the PEG Access facilities and/or services required in this Article 6. Charges and/or costs to Subscribers shall comply with Section 8.5 below.

### **Section 6.10---MUNICIPAL ACCESS AND TECHNOLOGY FUND**

The Licensee shall provide annual payments to the Issuing Authority equal to one percent (1%) of its Gross Annual Revenues which may be used, at the discretion of the Issuing Authority, for Government and Educational Access, telecommunications services and equipment which support Government and Educational Access, including institutional network substitutes and Internet based solutions, and related technology needs, including end-user equipment and services. Said payments shall be made on a bi-annual basis, as follows:

- (i) On or before August 30<sup>th</sup> for the first half of the calendar year of this Renewal License (i.e. January 1<sup>st</sup> through June 30<sup>th</sup>); and
- (ii) On February 28<sup>th</sup> for the second half of the calendar year of this Renewal License (i.e. July 1<sup>st</sup> through December 31<sup>st</sup>)

The first bi-annual payment to the Access Corporation shall be made on or before by February 28, 2004 and shall constitute one percent (1%) of the Licensee's Gross Annual Revenues for the period between the Effective Date of this Renewal License through December 31, 2003. The final PEG Access payment pursuant to this Renewal License, for the period between July 1, 2010 through November 12, 2010, shall be made on or before December 31, 2010.

(a) The Licensee may request in writing a report of the expenditures from the Access and Technology Fund from the Issuing Authority within thirty (30) days of the close of the City's fiscal year, and the Issuing Authority will provide a report within sixty (60) days of receiving the request.

- (b) The Issuing Authority shall be responsible for all decisions as to how funds from the Access

## City of North Adams Cable Television Renewal License

and Technology Fund shall allocated.

(c) Any equipment purchased by the City with funds from the Access and Technology Fund shall be owned, maintained and replaced by the City or its designee.

(d) The Licensee shall file with each such annual payment a statement certified by the Licensee's financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period. Said statement shall list all of the categories comprising Gross Annual Revenues as defined in Article 1 of this License.

(e) In no case shall said one percent (1%) payment include any (i) the Annual Support for the Access Corporation required by Section 6.4 (ii) the PEG Access Capital Funding required by Section 6.5; (iii) the Municipal Access and Technology Capital Grant required by Section 6.11; (iv) the License Fee payment, required by Section 7.1; and/or (v) any other fees or payments required by applicable law.

(f) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay an amount equal to the percentages required by paragraph (c) above of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of these percentage payment requirements and shall notify the Issuing Authority, and the Access Corporation if applicable, of such use of the Cable System by such Person(s).

### Section 6.11—MUNICIPAL ACCESS AND TECHNOLOGY CAPITAL GRANT

(a) Within ninety (90) days of the Effective Date of this Renewal License, the Licensee shall make a Municipal Access and Technology capital grant of Thirty-Five Thousand Dollars (\$35,000) to the Issuing Authorities of the City of North Adams and the Towns of Adams, Cheshire, and Clarksburg to be paid by separate checks as follows: **Nineteen Thousand Two Hundred Fifty Dollars (\$19,250) to the City of North Adams**; Ten Thousand Five Hundred Dollars (\$10,500) to the Town of Adams; Three Thousand Five Hundred Dollars (\$3,500) to the Town of Cheshire; and One Thousand Seven Hundred Fifty Dollars (\$1,750) to the Town of Clarksburg.

(b) The Municipal Access and Technology capital payments may be used for Government and Educational Access, telecommunications equipment and services which support Government and Educational Access, including institutional network substitutes and Internet based solutions, and related technology needs, including end-user equipment and services.

(c) The Issuing Authority shall be responsible for all decisions as to how funds from the Access and Technology Fund shall allocated.

(d) Any equipment purchased by the City with funds from the Access and Technology Fund shall be owned, maintained and replaced by the City or its designee.

(e) In no case shall these Municipal Access and Technology capital payments be included in, and/or be a part of: (i) the Annual Support for the Access Corporation required by Section 6.3; (ii) the PEG Access Capital Funding required by Section 6.4; (iii) the Municipal Access and Technology Fund required by Section 6.10; (iv) the License Fee payment, required by Section 7.1; and/or (v) any other fees or payments required by applicable law.

(f) The Licensee shall not include any of the Municipal Access and Technology Capital Grant in any Subscriber rate filing, nor as capital or other costs in a cost of service rate filing, nor shall such costs be added on to maximum permitted rates or otherwise passed-thru or incorporated into charges to Subscribers.

# City of North Adams Cable Television Renewal License

## ARTICLE 7

### LICENSE FEES AND OTHER PAYMENT REQUIREMENTS

#### Section 7.1---LICENSE FEE PAYMENTS

(a) The Licensee shall pay to the City, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amounts as may be permitted by applicable law(s). Said Licensee Fee payment shall be made to the City on March 15<sup>th</sup> of each year of the Renewal License, unless a different date is required by applicable law.

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such gross annual payments to the City on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment; a statement certified by the Licensee's authorized representative documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statements shall list all of the general categories comprising Gross Annual Revenues.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following: (i) the PEG Access capital funding required by

## **City of North Adams Cable Television Renewal License**

Section 6.5; (ii) the Municipal Access and Technology Capital Grant required by Section 6.11; (iii) any interest due herein to the City because of late payments; (iv) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the City pursuant to this Renewal License; and/or (v) other exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

### **Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Licensee or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law, except for "License fees", as defined by federal law. The payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments in accordance with applicable federal law.

(b) The term **License fee** shall have the meaning defined in Sections 622(g)(1) & (2) (A-E) of the Cable Act.

### **Section 7.3---LATE PAYMENT**

In the event that any payment or fee required of the Licensee pursuant to this Renewal License or applicable law is not tendered on or before the date fixed in this Renewal License or applicable law, interest due on such fee shall accrue from the date due at the rate of three percent (3%) above the Prime Rate. Any payments to the City pursuant to this Section 7.3 shall not be deemed to be part of the Franchise Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

### **Section 7.4---RECOMPUTATION**

Tender or acceptance of any payment, including an interest payment, shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Renewal License. If, after audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation. If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days after a request from the Issuing Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee or payment is owed to the City or Access Corporation, such fee shall be paid within thirty (30) days after such audit and recomputation. If the discrepancy is more than ten percent (10%) or Five Thousand Dollars (\$5,000), whichever is greater, the Licensee shall pay the entire cost of the audit, but in no event more than the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date at three percent (3%) above the Prime Rate during the period that such additional amount is owed.

### **Section 7.5---AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from the Cable Services provided to the Subscribers or the City.

## **City of North Adams Cable Television Renewal License**

### **Section 7.6---METHOD OF PAYMENT**

All payments by the Licensee to the Issuing Authority pursuant to this Article 7 shall be made payable to the City.

# City of North Adams Cable Television Renewal License

## ARTICLE 8

### RATES AND CHARGES

#### Section 8.1---RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under applicable federal law.

#### Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. The Licensee shall notify all Subscribers and the Issuing Authority of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered; provided, however, that this Section 8.2 shall not prohibit the Licensee from offering or discontinuing promotional discounts upon less than thirty (30) days notice. No rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation of service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days from receipt of notification of any rate increase to either downgrade Cable Service or terminate Cable Service altogether without any charge. Once a Subscriber has requested a change in Cable Service at any time within said thirty (30) day period, the Licensee shall commence billing said Subscriber at the new rate from the date of the request for a change in service, regardless of whether the Licensee actually changes the level of service within that time period.

#### Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

#### Section 8.4---CREDIT FOR SERVICE INTERRUPTION

In the event that the Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that said interruption is not caused by the Subscriber, the Licensee shall grant such Subscriber a pro rata credit or rebate.

#### Section 8.5---PASS-THROUGH AND ITEMIZATION OF COSTS

## **City of North Adams Cable Television Renewal License**

The Licensee reserves its rights under federal law and FCC rules and regulations to pass through and itemize certain external costs of franchise requirements, in accordance with said law, rules and regulations, except as provided in Section 6.3(c) and 6.11 of this Renewal License. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to Subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within thirty (30) days of a written request to do so by the Issuing Authority.

# City of North Adams Cable Television Renewal License

## ARTICLE 9

### INSURANCE AND BONDS

#### Section 9.1---INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(a) A general comprehensive liability policy naming the City, its officers, boards, commissions, committees, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00).

(b) A property damage insurance policy naming the City, its officers, boards, commissions, committees, agent and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000).

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars (\$1,000,000) for bodily injury and consequent death per occurrence;

(ii) Five Hundred Thousand Dollars (\$500,000) for property damage per occurrence.

(d) Workers Compensation in the minimum amount of the statutory limit.

(e) The Licensee shall carry excess liability in the minimum amount of Five Million Dollars (\$5,000,000) in umbrella form over all other insurance required by this Section 9.1. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(f) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

## **City of North Adams Cable Television Renewal License**

(v) Evidence of insurance shall be submitted to the Issuing Authority and/or its designee(s) prior to commencement of any construction or operations under this Renewal License.

(iv) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the City may immediately suspend the Licensee's operations under the Renewal License.

### **Section 9.2---PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the City, a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the Commonwealth in the sum of Fifty Thousand Dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License. Prior to the commencement of the upgrade pursuant to Section 3.1, the Licensee shall increase the amount of the performance bond from Fifty Thousand Dollars (\$50,000) to Two Hundred Fifty Thousand Dollars (\$250,000) until the upgrade is completed. Upon the completion of the upgrade, the Licensee shall reduce the amount of the performance bond back to the original amount of Fifty Thousand Dollars (\$50,000) upon written consent of the Issuing Authority. Such consent shall not be unreasonably withheld. The Licensee shall, upon completion of the upgrade, notify the Issuing Authority in writing that it has completed the upgrade. Within thirty (30) days from receipt of such notice, the Issuing Authority shall respond to the Licensee in writing indicating whether it consents to the reduction in accordance herewith.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, maintenance, operation or removal of the Cable Television System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Section 11.2 below.

(c) The performance bond shall be a continuing obligation of this Renewal License. In the event that the City recovers from the surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

### **Section 9.3---REPORTING**

The Licensee shall submit to the Issuing Authority, or its designee(s), on an annual basis, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

### **Section 9.4---INDEMNIFICATION**

The Licensee shall indemnify and hold harmless the Issuing Authority, the City, its officials, boards, committees, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney.

## **City of North Adams Cable Television Renewal License**

### **Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and performance bond required herein shall each contain an endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of this Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this insurance policy/performance bond shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

# City of North Adams Cable Television Renewal License

## ARTICLE 10

### ADMINISTRATION AND REGULATION

#### Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System. The Issuing Authority shall enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 12.1 below.

#### Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year of this Renewal License. The Licensee shall be provided at least twenty-one (21) days written notice of any such hearing. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on the Subscriber Network rebuild and operation, customer service and Complaint response, and PEG Access Channels, facilities and support; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect concerning the construction, upgrade, operation and/or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall cooperate fully with the Issuing Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the City, pursuant to Section 14.1(b) below. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 12.1 below. The Licensee shall subsequently respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 below. The Issuing Authority may also issue a written report with respect to the adequacy of Cable System performance and quality of service.

(d) Nothing in this Section 10.2 shall prohibit or limit any right of the City or its Issuing Authority to request the attendance of the Licensee before a hearing or meeting or to compel its attendance if so authorized by applicable law.

#### Section 10.3 —CABLE UPDATE

If requested by the Issuing Authority, the Licensee shall, no more than once each year, have the Licensee's Area Director of Government Affairs or such other individual of equal or greater authority provide an informal update regarding the Cable System and Cable Services to the Issuing Authority (or the Issuing Authority's designee) at a public meeting. This update shall be in addition to the performance evaluation hearings referenced in Section 10.2 above.

#### Section 10.4---NONDISCRIMINATION

## **City of North Adams Cable Television Renewal License**

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

### **Section 10.5---JURISDICTION**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

# City of North Adams Cable Television Renewal License

## ARTICLE 11

### DETERMINATION OF BREACH LIQUIDATED DAMAGES-LICENSE REVOCATION

#### Section 11.1---DETERMINATION OF BREACH

(a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(b) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(c) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure any such default and reporting the Licensee's progress until any such default is cured.

(d) In the event that (i) the Licensee fails to respond to such notice of default; (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Issuing Authority is not satisfied with the Licensee's response(s) or the Licensee's efforts to cure, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License.

(e) In the event that the Issuing Authority, after such hearings, determines that the Licensee is in default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (ii) seek specific performance of any provision of the Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) invoke any other remedy available to the City.

## **City of North Adams Cable Television Renewal License**

### **Section 11.2---LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 11.1(a) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 11.1(c) above.

(1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Sections 2.7 and 2.8 herein, One Thousand Dollars (\$1,000.00) per day, for each day that such non-compliance continues.

(2) For failure to comply with the PEG Access provisions in accordance with the provisions of Article 7 herein, One Hundred Fifty Dollars (\$150.00) for each day that any such non-compliance continues.

(3) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.2 and Exhibit 12.2 below, One Hundred Fifty Dollars (\$150.00) for each day that any such non-compliance continues.

(4) For failure to submit reports, pursuant to Article 13 herein, fifty dollars (\$50.00) per day that said reports are not submitted as required.

(5) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such schedule change or other change thereto, pursuant to Section 8.2 herein, fifty dollars (\$50.00) per day that such non-compliance continues.

(b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including penalties or revocation, or any other statutorily or judicially imposed penalties or remedies.

### **Section 11.3---REVOCATION OF THE RENEWAL LICENSE**

In the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein, subject to the procedures of Section 11.1 above and applicable law.

### **Section 11.4---TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License, unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

### **Section 11.5---NOTICE TO OTHER PARTY OF LEGAL ACTION**

## **City of North Adams Cable Television Renewal License**

In the event that either party intends to take legal action against the other party for any reason, such moving party shall, unless there is a threat to the public health or safety, first (i) give the other party at least thirty (30) days notice that an action will be filed, (ii) meet with the other party before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

### **Section 11.6---NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the City to invoke any remedy under the Renewal License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

### **Section 11.7---NO WAIVER-CUMULATIVE REMEDIES**

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing Authority to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Issuing Authority under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) A waiver of any right or remedy by the Issuing Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority at any other time. In order for any waiver of the Issuing Authority to be effective, it shall be in writing. The failure of the Issuing Authority to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

(d) Acceptance of the terms and conditions of this Renewal License will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Licensee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

## **ARTICLE 12**

### **CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

## City of North Adams Cable Television Renewal License

### Section 12.1---CUSTOMER SERVICE OFFICE

The Licensee shall maintain and operate a full service customer service office in the City of North Adams for general purposes, including accepting payments, receiving and resolving customer complaints, including, without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The customer service office shall be open for both telephone and walk-in customer service business for a minimum of eight (8) hours each day Monday through Friday, except that for a minimum of one day per week, the office shall be open a minimum of two (2) additional evening hours, and on Saturdays it shall be open for a minimum of three (3) hours unless the Issuing Authority and the Licensee mutually agree to a different weekly schedule, including alternative hours.

### Section 12.2---TELEPHONE ACCESS/E-MAIL ADDRESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations, at 47 C.F.R. 76.309(c)(1)(A)-(D), and attached hereto as Exhibit 12.4. Under Normal Operating Conditions, as defined, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(b) The Issuing Authority shall have the right to direct the Licensee to submit to a "busy study" from the telephone company which provides service to the Licensee, without charge to the Issuing Authority, if the bi-annual reports submitted by the Licensee to the Issuing Authority pursuant to Section 14.5 below, do not clearly document that the Licensee's telephone lines are accessible to its North Adams Subscribers as required herein.

(c) The Licensee's business-customer service office shall have a publicly listed local or toll-free telephone number.

(d) The Licensee shall, no later than twelve (12) months after the Effective Date of this Renewal License, provide an e-mail address for and to the customer service office referenced in Section 12.1 above, to which Subscribers may forward inquiries or complaints which could otherwise be addressed to and by said customer service office. The Licensee shall respond to such e-mails from Subscribers in a responsible and timely manner.

### Section 12.3---ANSWERING SERVICE

(a) At all other times that its customer service office is not open and answering Subscriber calls, the Licensee shall maintain, throughout the entire term of this Renewal License, a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's customer service department for response. If requested or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact the Subscriber to follow-up on their individual problem or inquiry. The Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

(b) All after-hours telephone calls of an emergency nature shall be acted upon promptly, and one of the Licensee's on-call personnel shall be contacted.

### Section 12.4---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 C.F.R. Section 76.309, which standards are attached hereto as **Exhibit 12.4**.

## City of North Adams Cable Television Renewal License

### Section 12.5---INSTALLATIONS AND SERVICE CALLS

(a) The Licensee shall provide Cable Service(s) in all areas of the City to those residents whose homes are passed by the Cable System and who have requested Service and have paid a deposit for such service, if required, within fourteen (14) days of said request and deposit.

(b) In arranging appointments for installations and service calls, the Licensee shall comply with the FCC's Customer Service Regulations, at 47 C.F.R. 76.309(c)(2), attached hereto as Exhibit 12.4.

*Installations, outages and service calls.* Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(c) Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a free cable installation or service call to the affected resident or Subscriber on a priority basis mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(d) The Licensee shall remove all Subscriber Drops, within seven (7) calendar days of receiving a request from a Subscriber to do so.

### Section 12.6---SUBSCRIBER SOLICITATION PROCEDURES

Upon request, the Licensee shall inform all prospective Subscribers of the availability of the materials required by 47 C.F.R. 76.309(c)(3)(A). These materials shall be provided to all Subscribers (i) at the time of installation of service; (ii) at least annually; and (iii) at any other time, upon request. Such information shall also include:

(a) Notice of the availability of detailed information on parental lockout devices.

## City of North Adams Cable Television Renewal License

- (b) Written information concerning the Licensee's privacy policies, pursuant to State and federal law.

### Section 12.7---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 12.7** and made a part hereof, as the same may exist or as may be amended from time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

### Section 12.8---COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaint/inquires, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within the (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber wished to participate in further processing of the complaint, the Subscriber shall meet jointly in North Adams with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and attempt to resolved such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by Subscribers arising from the operations of the Licensee.

## **City of North Adams Cable Television Renewal License**

### **Section 12.9---DISCONNECTION AND TERMINATION OF CABLE SERVICES**

In no event shall the Licensee disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Licensee has given said Subscriber written notice of such past due amount in a clear and conspicuous manner and (3) said Subscriber has been given a second notice of delinquency. In no event shall such disconnection or termination for nonpayment occur in less than forty (40) days after a bill is due.

### **Section 12.10---RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS**

(a) The Licensee shall respond to all requests for service that are received under Normal Operating Conditions, as defined in 47 C.F.R. §76.309 (Exhibit 12.4) on a first-come, first-served basis Monday through Friday. Such requests shall be handled immediately, if possible, but in all instances, within twenty-four (24) hours of the original call. Verification of the problem and, where possible, resolution, shall occur within forty-eight hours. In all cases, the Licensee's resolution of the problem shall occur within four (4) days of the Subscriber's request.

(b) Calls for repair service after Normal Business Hours and on Saturdays, Sundays and holidays shall be scheduled by the Licensee's personnel according to normal repair service policies.

(c) The Licensee shall ensure that there are stand-by personnel on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to immediately, twenty-four (24) hours a day by the Licensee's personnel. For purposes of this section, an outage shall be considered to occur when five (5) or more calls are received from any one neighborhood, concerning such an outage.

### **Section 12.11---SUBSCRIBER'S RIGHTS UPON FAILURE OF SERVICE**

In the event that service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro-rata rebate to Subscribers as required by Section 8.4 supra of this Renewal License.

### **Section 12.12---COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of billing and privacy disputes and Complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures to all Subscribers, as well as the Issuing Authority.

(b) Upon request, the Licensee shall provide written information to the Issuing Authority regarding Subscriber Complaints in North Adams.

(c) If the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee, provided that the Subscribers make a good faith effort to comply with the Licensee's procedures specified in paragraph (a) above for the resolution of Complaints.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved subscriber Complaints, the Issuing Authority and the Licensee may discuss appropriate amendments to this Renewal License.

### **Section 12.13---CHANGE OF SERVICE**

Upon notification by a Subscriber to disconnect or downgrade service, the Licensee shall cease

## **City of North Adams Cable Television Renewal License**

and/or adjust said Subscriber's monthly service charges immediately or as of the Subscriber's specified disconnect or downgrade date. In no case shall said Subscriber be charged for service(s) requested to be changed after the Licensee is notified of said change(s). In the event that Subscribers request disconnection or downgrade of service(s), the Licensee's charges, if any, shall comply with applicable federal law or regulation.

### **Section 12.14---REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes to its equipment that might make inoperable the remote control devices acquired by Subscribers.

### **Section 12.15---LOSS OF SERVICE-SIGNAL QUALITY**

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable Television System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

### **Section 12.16---EMPLOYEE AND AGENT IDENTIFICATION CARDS**

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Licensee.

### **Section 12.17---PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and, pursuant to applicable federal law, shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) The Licensee shall notify all Leased Access parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

### **Section 12.18---PRIVACY WRITTEN NOTICE**

## **City of North Adams Cable Television Renewal License**

At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Licensee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

### **Section 12.19---MONITORING**

Except as otherwise permitted by applicable law, neither the Licensee or its agents nor the City or its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, or billing for Pay Services. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein. The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

### **Section 12.20---DISTRIBUTION OF SUBSCRIBER INFORMATION**

The Licensee and its agents or employees shall comply with Section 631 of the Cable Act regarding the distribution of Subscriber information.

### **Section 12.21---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act and other applicable law, the Licensee shall not make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber, without a Subscriber's prior authorization. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

### **Section 12.22---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) Upon request, the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to the Licensee's General Manager.

# City of North Adams Cable Television Renewal License

## ARTICLE 13

### REPORTS, AUDITS AND PERFORMANCE TESTS

#### Section 13.1---GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the City any information regarding the Licensee, its business and operations, or any Affiliated Person, with respect to the Cable System, any service, in such form and containing such detail as may be specified by the City pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to counsel, who shall confer with the City Attorney for a determination by the City Attorney of the validity of the Licensee's claim of a proprietary interest.

## **City of North Adams Cable Television Renewal License**

### **Section 13.2---CONSTRUCTION REPORTS**

The Licensee shall furnish the Issuing Authority, and/or its designated representatives, on a monthly basis, with written progress reports indicating in detail the progress in, and areas of, construction and/or upgrade of the Cable Television System. The first such report shall be submitted within thirty (30) days of the commencement of such construction and/or upgrade and shall be updated every thirty (30) days thereafter.

### **Section 13.3---FINANCIAL REPORTS**

The Licensee shall furnish the Issuing Authority and/or its designee(s), no later than one hundred and twenty (120) days after the end of the Licensee's Fiscal Year, the following financial information:

(a) Statement of Income, including:

(i) All Subscriber Revenues, including but not limited to, regular Basic Service charges, Pay Cable charges, Pay-Per-View revenues, installation revenues (including reconnection, second set, etc.), advertising revenues, Internet revenues, Leased Access revenues, home shopping services revenues and any other special service revenues.

(b) If requested, a list of officers and members of the Board of Directors of the Licensee and its parent, if any.

### **Section 13.4---CABLE SYSTEM INFORMATION**

The Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed, and (iii) the number of plant miles in construction/upgrade or completed.

### **Section 13.5---IN-HOUSE TELEPHONE REPORTS**

Upon written request, on a semi-annual basis, the Licensee shall make available to the Issuing Authority copies of all in-house telephone reports that track the activity and effectiveness of the Licensee's telephone system.

### **Section 13.6---SUBSCRIBER COMPLAINT LOG**

(a) The Licensee shall keep a record or log of all written Complaints received regarding quality of service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Licensee for a period of two (2) years.

(b) Such record(s) shall contain the following information for each Complaint received:

(i) Date, time and nature of the Complaint;

(ii) Investigation of the Complaint; and

(iii) Manner and time of resolution of the Complaint.

## **City of North Adams Cable Television Renewal License**

(iv) If the Complaint regards equipment malfunction or the quality of reception, the Licensee shall file a report indicating the corrective steps it has taken, with the nature of the problem stated.

(v) The Licensee shall make available to the Issuing Authority records of such Complaints, as allowed by applicable law.

(vi) For the purposes of this Section 13.6, a Complaint shall mean any verbal or written inquiry, allegation or assertion made by a Person which requires subsequent corrective action to the System or any portion thereof, or any subsequent investigation, research and/or a service call to be undertaken by the Licensee, its employees or agents.

### **Section 13.7---INDIVIDUAL COMPLAINT REPORTS**

The Licensee shall, within ten (10) business days after receiving a request from the City, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

### **Section 13.8---OUTAGE LOG**

The Licensee shall maintain an outage log showing the date, approximate time, duration, type and probable cause of all Headend, Trunk and/or Distribution line service failures due to causes other than routine testing or maintenance at reasonable times. Said logs shall be provided to the Issuing Authority, or its designee, and maintained by the Licensee for a period of not less than three (3) years.

### **Section 13.9---INITIAL PERFORMANCE TESTS**

Initial proof of performance testing shall occur within sixty (60) days after completion of the rebuild pursuant to Section 3.1 supra. Upon written request, the Licensee shall provide the Issuing Authority with a copy of such report.

### **Section 13.10---SEMI-ANNUAL PERFORMANCE TESTS**

The Licensee shall, on a semi-annual basis, conduct performance tests, in accordance with FCC regulations, as set out in 47 C.F.R. Section 76.601 et seq. so as to comply with the applicable FCC's Technical Standards.

### **Section 13.11---QUALITY OF SERVICE**

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after written notice for the same.

## **City of North Adams Cable Television Renewal License**

(b) Said report shall include the following information:

- (1) the nature of the complaint or problem which precipitated the special tests;
- (2) the System component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such complaint or problem was resolved; and
- (5) any other information pertinent to said tests and analysis which may be required.

(c) At the end of said thirty day (30) period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority. Such tests shall be supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority; provided, however, that the Licensee shall receive fourteen (14) days notice and a reasonable opportunity to cure. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of Cable Service is below the FCC's Technical Standards.

### **Section 13.12---DUAL FILINGS**

(a) Upon written request, the Licensee shall make available to the City and copying at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to any material aspect of the Cable System operation hereunder, it shall immediately notify the other party in writing of said request, petition or waiver.

### **Section 13.13---ADDITIONAL INFORMATION**

At any time during the term of this Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License, subject to Section 13.1 supra.

### **Section 13.14---INVESTIGATION**

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a City governmental agency.

**City of North Adams Cable Television Renewal License**

**ARTICLE 14**

**EMPLOYMENT**

**Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall comply with all applicable State and federal laws regarding Equal Employment Opportunity.

**Section 14.2---NON-DISCRIMINATION**

The Licensee shall adhere to all federal, State and local laws prohibiting discrimination in employment practices.

# City of North Adams Cable Television Renewal License

## ARTICLE 15

### MISCELLANEOUS PROVISIONS

#### Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

#### Section 15.2---CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

#### Section 15.3---SEVERABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

#### Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly in the construction, upgrade, maintenance or operation of the Cable System for the provision of service as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

#### Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License.

#### Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges, that, as of the Execution Date of this Renewal License:

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution

## **City of North Adams Cable Television Renewal License**

Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License; and

(c) To the best of the Licensee's knowledge, there is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

### **Section 15.7---FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment and/or materials beyond the control of the Licensee.

### **Section 15.8---REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to sell to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

### **Section 15.9---SUBSCRIBER TELEVISION SETS**

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

### **Section 15.10---STATEMENT OF THE LICENSEE**

As of the Execution Date, the performance of all terms and conditions in this Renewal License is commercially practicable.

### **Section 15.11---APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to, and are enforceable against, the City, the Licensee, and their respective successors and assignees.

### **Section 15.12---NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the Mayor, City of North Adams, City Hall, 10 Main Street, North Adams, Massachusetts 01247 or such other address and/or additional address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Adelphia Cable Communications, Attention: Legal Department, 200 Minuteman Road, Suite 102, Andover, Massachusetts 01801, with a copy to General Manager, Adelphia Cable Communications, 225 Hodges Crossroad, North Adams, Massachusetts 01247, or such other address(es) as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to

## **City of North Adams Cable Television Renewal License**

have been given at the time of receipt of such notice(s).

(b) All required notices shall be in writing.

### **Section 15.13---CITY'S RIGHT OF INTERVENTION**

The City hereby reserves to itself, and the Licensee acknowledges the City's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License.

### **Section 15.14---NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Issuing Authority or other governmental entity or any official, member, employee, or agent of the Issuing Authority or such governmental entity, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief. Nothing herein is intended to invalidate Section 635(A)(b), (c) and (d).

### **Section 15.15---TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of this Renewal License and shall continue for the term of the Renewal License except as expressly provided for herein.

## City of North Adams Cable Television Renewal License

### EXHIBITS

- EXHIBIT 5.2 Broad Categories of Programming
- EXHIBIT 5.7 Free Connections and Monthly Service To Public Buildings and Schools
- EXHIBIT 5.8 Internet Services For Schools and Libraries
- EXHIBIT 6.3 Origination Sites
- EXHIBIT 12.4 FCC'S Customer Service Obligations
- EXHIBIT 12.7 Business Practice Standards (207 CMR 10.00 Billing and Termination of Services)

**City of North Adams Cable Television Renewal License**

**EXHIBIT 5.2**

**BROAD CATEGORIES OF PROGRAMMING**

Broadcast Stations as required by federal law.

PEG Access Channels

Business and Financial Programming

Children's Programming

Cultural/Arts Programming

Educational Programming

Family Programming

General Entertainment/Variety Programming

Government/Public Affairs

Music Programming

News and Weather Programming

Science and Health Programming

Sports Programming

**City of North Adams Cable Television Renewal License**

**EXHIBIT 5.7**

**FREE CONNECTIONS AND MONTHLY SERVICE  
TO PUBLIC BUILDINGS AND SCHOOLS**

**Current Buildings in the City of North Adams**

City Hall  
10 Main Street, North Adams

Police Station  
11 Summer Street, North Adams

Fire Station  
40 American Legion Drive, North Adams

North Adams Public Library  
4 Church Street, North Adams

Brayton Elementary School  
89 Barbour Street, North Adams

Greylock Elementary School  
Phelps Avenue, North Adams

Sullivan Elementary School  
Kemp Avenue, North Adams

Johnson School  
School Street, North Adams

Silvio O. Conte Middle School  
24 Church Street, North Adams

Drury High School  
1130 South Church Street, North Adams

Charles H. McCann Vocational Technical High School  
Hodges Crossroad, North Adams

**City of North Adams Cable Television Renewal License**

**EXHIBIT 5.8**

**INTERNET SERVICES FOR SCHOOLS AND LIBRARIES**

**Current Buildings in the City of North Adams**

North Adams Public Library  
74 Church Street, North Adams

Brayton Elementary School  
89 Barbour Street, North Adams

Greylock Elementary School  
Phelps Avenue, North Adams

Sullivan Elementary School  
Kemp Avenue, North Adams

Johnson School  
School Street, North Adams

Silvio O. Conte Middle School  
24 Church Street, North Adams

Drury High School  
1130 South Church Street, North Adams

Charles H. McCann Vocational Technical High School  
Hodges Crossroad, North Adams

**City of North Adams Cable Television Renewal License**

**EXHIBIT 6.3**

**ORINATION SITES**

City Hall, 10 Main Street, North Adams

Drury High School, 1130 South Church Street, North Adams

Charles H. McCann Vocational Technical High School, Hodges Crossroad, North Adams

American Legion Hall, 91 American Legion Drive, North Adams

North Berkshire Community TV Studio, Heritage State Park, Bldg. #6, North Adams

Holiday Inn, 40 Main Street, North Adams

Massachusetts College of Liberal Arts TV Studio, Hopkins Hall, 375 Church Street, North Adams

State Street Parade Location, 225 State Street, North Adams

Vietnam Veterans Ice Rink, 1267 South Church Street, North Adams

# City of North Adams Cable Television Renewal License

## EXHIBIT 12.4

### FCC'S CUSTOMER SERVICE OBLIGATIONS

TITLE 47 -- TELECOMMUNICATION  
CHAPTER I -- FEDERAL COMMUNICATIONS COMMISSION  
SUBCHAPTER C -- BROADCAST RADIO SERVICES  
PART 76 -- MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE  
SUBPART H -- GENERAL OPERATING REQUIREMENTS

#### 47 CFR 76.309

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability –

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with

## City of North Adams Cable Television Renewal License

the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers –

(i) Refunds -- Refund checks will be issued promptly, but no later than either –

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier,  
or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits -- Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions –

(i) Normal business hours -- The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions -- The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption -- The term "service interruption" means the loss of picture or sound on one or more cable channels.

Note to § 76.309: Section 76.1602 contains notification requirements for cable operators with regard to operator obligations to subscribers and general information to be provided to customers regarding service. Section

## City of North Adams Cable Television Renewal License

76.1603 contains subscriber notification requirements governing rate and service changes. Section 76.1619 contains notification requirements for cable operators with regard to subscriber bill information and operator response procedures pertaining to bill disputes.

### EXHIBIT 12.7

#### **BUSINESS PRACTICE STANDARDS 207 CMR 10.00: BILLING AND TERMINATION OF SERVICE**

##### **207 CMR 10.00: BILLING AND TERMINATION OF SERVICE**

Section 10.01: Billing Practices Notice

Section 10.02: Services, Rates and Charges Notice

Section 10.03: Form of Bill

Section 10.04: Advance Billing and Issuance of Bills

Section 10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

Section 10.06: Charges for Disconnection or Downgrading of Service

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##### **10.01: Billing Practices Notice**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

##### **10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected

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subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

### 10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
  - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
  - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
  - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
  - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
  - (e) the amount of the bill for the current billing period, separate from any

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prior balance due;

(f) the date on which payment is due from the subscriber.

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

(a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;

(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;

(c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

### **10.04: Advance Billing and Issuance of Bill**

(1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

(2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

(3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

### **10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service**

(1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.

(2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.

(3) The following provisions shall apply to the imposition of late charges on subscribers:

(a) A cable television operator shall not impose a late charge on a subscriber

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unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

(b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.

(c) No late charge may be assessed on the amount of a bill in dispute.

- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

### 10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
- (a) A subscriber requests total disconnection from cable service; or
- (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

### 10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

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- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

### **10.08: Security Deposits**

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

#### **REGULATORY AUTHORITY**

207 CMR 10.00: 47 U.S.C. § 552, M.G.L. c. 166A, §§ 2A, 3, 5(1), 10, 16 and 17.

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**SIGNATURE PAGE**

In Witness Whereof, this Renewal License is hereby issued by the Mayor of the City of North Adams, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Mountain Cable Company d/b/a Adelphia Cable Communications.

Witness Our Hands and Official Seal, this 13th day of November, 2003.

**CITY OF NORTH ADAMS  
BY THE MAYOR**

\_\_\_\_\_  
John Barrett, Mayor

Approved as to legal form:

\_\_\_\_\_  
William H. Solomon  
Special Cable Counsel

**MOUNTAIN CABLE COMPANY  
d/b/a ADELPHIA CABLE  
COMMUNICATIONS**

**By:**

\_\_\_\_\_  
Name:  
Title: